

<i>SERFF Tracking Number:</i>	<i>WESA-125544671</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Tokio Marine &amp; Nichido Fire Insurance Co., Ltd.</i>	<i>State Tracking Number:</i>	<i>#2066 \$50</i>
<i>Company Tracking Number:</i>	<i>08-AR-3-GL-42-1</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0004 Contractual Liability</i>
<i>Product Name:</i>	<i>Contractual Liability insurance Policy</i>		
<i>Project Name/Number:</i>	<i>Contractual Liability Insurance Policy/08-AR-3-GL-42-1</i>		

## Filing at a Glance

Company: Tokio Marine & Nichido Fire Insurance Co., Ltd.

Product Name: Contractual Liability insurance    SERFF Tr Num: WESA-125544671    State: Arkansas  
Policy

TOI: 17.0 Other Liability - Claims                      SERFF Status: Closed                      State Tr Num: #2066 \$50

Made/Occurrence

Sub-TOI: 17.0004 Contractual Liability              Co Tr Num: 08-AR-3-GL-42-1              State Status: Fees verified and received

Filing Type: Form                      Co Status:                      Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Westmont Associates              Disposition Date: 03/19/2008

Date Submitted: 03/14/2008              Disposition Status: Approved

Effective Date Requested (New): On Approval              Effective Date (New):

Effective Date Requested (Renewal): On Approval              Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Contractual Liability Insurance Policy

Project Number: 08-AR-3-GL-42-1

Reference Organization:

Reference Title:

Filing Status Changed: 03/19/2008

State Status Changed: 03/19/2008

Corresponding Filing Tracking Number: 08-AR-1-GL-43-1

Filing Description:

Submission of forms for Company's CLIP program.

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: WESA-125544671 State: Arkansas  
Filing Company: Tokio Marine & Nichido Fire Insurance Co., Ltd.State Tracking Number: #2066 \$50  
Company Tracking Number: 08-AR-3-GL-42-1  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability  
Product Name: Contractual Liability insurance Policy  
Project Name/Number: Contractual Liability Insurance Policy/08-AR-3-GL-42-1

(This filing was made by a third party - westmontassociatesinc)

Sherri Nierzwicki, Analyst sherri@westmontlaw.com  
25 Chestnut Street (856) 216-0220 [Phone]  
Haddonfield, NJ 08033 (856) 216-0303[FAX]

**Filing Company Information**

Tokio Marine & Nichido Fire Insurance Co., Ltd. CoCode: 12904 State of Domicile: New York  
230 Park Avenue Group Code: 3098 Company Type:  
New York, NY 10169 Group Name: State ID Number:  
(212) 297-6600 ext. [Phone] FEIN Number: 13-6108722  
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SERFF Tracking Number: WESA-125544671 State: Arkansas  
Filing Company: Tokio Marine & Nichido Fire Insurance Co., Ltd.State Tracking Number: #2066 \$50  
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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability  
Product Name: Contractual Liability insurance Policy  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: AR filing fees for form filings.  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Tokio Marine & Nichido Fire Insurance Co., Ltd.	\$0.00	03/14/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
2066	\$50.00	03/13/2008

SERFF Tracking Number: WESA-125544671 State: Arkansas  
Filing Company: Tokio Marine & Nichido Fire Insurance Co., Ltd.State Tracking Number: #2066 \$50  
Company Tracking Number: 08-AR-3-GL-42-1  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability  
Product Name: Contractual Liability insurance Policy  
Project Name/Number: Contractual Liability Insurance Policy/08-AR-3-GL-42-1

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/19/2008	03/19/2008

*SERFF Tracking Number:*      *WESA-125544671*      *State:*      *Arkansas*  
*Filing Company:*      *Tokio Marine & Nichido Fire Insurance Co., Ltd.* *State Tracking Number:*      *#2066 \$50*  
*Company Tracking Number:*      *08-AR-3-GL-42-1*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0004 Contractual Liability*  
*Product Name:*      *Contractual Liability insurance Policy*  
*Project Name/Number:*      *Contractual Liability Insurance Policy/08-AR-3-GL-42-1*

## **Disposition**

Disposition Date: 03/19/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125544671 State: Arkansas

Filing Company: Tokio Marine & Nichido Fire Insurance Co., Ltd.State Tracking Number: #2066 \$50

Company Tracking Number: 08-AR-3-GL-42-1

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability insurance Policy

Project Name/Number: Contractual Liability Insurance Policy/08-AR-3-GL-42-1

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Memorandum	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Contractual Liability Insurance Policy (For Service Contracts)	Approved	Yes
Form	Service Contract Contractual Liability Insurance Policy Declarations	Approved	Yes
Form	Arkansas Changes - Cancellation and Nonrenewal	Approved	Yes

SERFF Tracking Number: WESA-125544671 State: Arkansas

Filing Company: Tokio Marine & Nichido Fire Insurance Co., Ltd.State Tracking Number: #2066 \$50

Company Tracking Number: 08-AR-3-GL-42-1

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability

Product Name: Contractual Liability insurance Policy

Project Name/Number: Contractual Liability Insurance Policy/08-AR-3-GL-42-1

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contractual Liability Insurance Policy (For Service Contracts)	CLP9 00 002 11 07	11/07	Policy/CoveNew rage Form		0.00	Final CLIP Policy.pdf
Approved	Service Contract Contractual Liability Insurance Policy Declarations	CLP9 05 001 11 07	11/07	Declaration New s/Schedule		0.00	Dec Page.pdf
Approved	Arkansas Changes - Cancellation and Nonrenewal	CLIP 9 01 013 0308	03/08	Endorseme New nt/Amendm ent/Condi tions		0.00	AR.pdf

# CONTRACTUAL LIABILITY INSURANCE POLICY (FOR SERVICE CONTRACTS)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "we", "us" and "our" refer to the company providing this insurance.

Words and phrases that appear in quotation marks have special meaning. Refer to Section E – DEFINITIONS.

## A. INSURING AGREEMENT

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We agree that upon the failure of the "named insured" to perform its "contractual obligations" pursuant to the provisions of the "insured service contracts", we will:

- a. Pay on behalf of the "named insured" any sums which the "named insured" is legally obligated to pay, including but not limited to, the payment of any unearned "insured service contract" fees; or
- b. Perform the services which the "named insured" is legally obligated to perform, including but not limited to, the administration of all "claims",

in accordance with the terms of the "insured service contracts" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this policy.

This insurance applies only if the "insured service contracts" are issued during the "policy period".

In the event costs are incurred by another party's performance of repair or replacement services, or for administration costs, pursuant to any "insured service contract", payment for such services may be made on behalf of the "named insured" directly to such other party.

## B. LIMITS OF LIABILITY

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The most we will pay for liability under this policy is the sum of all "contractual obligations".

## C. EXCLUSIONS

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This insurance does not apply to:

### 1. Consequential Damages

Any liability for consequential damages, including but not limited to, punitive damages, exemplary damages or extra-contractual damages, arising from performance by the "named insured", its agents or employees, or any "repair facility" under an "insured service contract".



# **CONTRACTUAL LIABILITY INSURANCE POLICY (FOR SERVICE CONTRACTS)**

## **2. Breach of any Implied Warranty**

Any liability arising out of a breach of any implied warranty including but not limited to those relating to merchantability or fitness.

## **3. Wrongful Act, Negligence or Strict Liability**

Any liability arising out of a wrongful act, negligence or strict liability.

## **4. Products and Work-Related Liability**

Any liability, including but not limited to bodily injury and property damage, arising out of products or work that contain a defect, deficiency, inadequacy or dangerous condition in.

## **5. Misrepresentation**

Any obligation or liability which may arise by virtue of misrepresentation made during the sale by the "named insured" of the item or the "insured service contract", or any part or component of such item.

## **6. No Extension of Coverage**

Any obligation or liability extending to anyone other than the "named insured" and a "contract holder", except for the obligation to provide for the administration of the "insured service contracts".

## **7. Dishonest or Criminal Act**

Any obligation, liability or "claims" of the "named insured" arising from any fraudulent, dishonest or criminal act of the "named insured", its agents or employees or the "contract holder".

## **8. Withdrawal or Recall**

Any liability, loss, cost or expense incurred by the "named insured" or others for the, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of products and work if such product or work, is withdrawn or recalled from the market or from use by any person or organization.

## **9. Failure To Comply**

Any liability arising out of the failure, on the part of the "named insured or "contract holder", to comply with written instructions provided by us relative to designated regulatory compliance, or to comply with all other general business related laws of which it has knowledge.

# CONTRACTUAL LIABILITY INSURANCE POLICY (FOR SERVICE CONTRACTS)

## D. CONDITIONS

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### 1. Action Against Us

No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with or until the "named insured's" "contractual obligations" will have been finally determined either by judgment against the "named insured" after trial or by written agreement of the "named insured", the "contract holder" and us. Any person, organization or their legal representative who has secured such judgment or written agreement will thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Prior to a trial, we will not settle an action brought by a third party against the "named insured", unless we give the "named insured" notice of the settlement at least ten (10) days prior to settlement.

### 2. Assignment

The "named insured's" rights and duties under this policy may not be transferred without our written consent.

### 3. Bankruptcy or Insolvency

The bankruptcy or insolvency of the "named insured", its estate, or any organization comprising the "named insured" will not relieve us of any of our obligations under this policy.

### 4. Cancellation

- a. The "named insured" may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the "named insured" written notice of cancellation at least:
  - (1) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of "premium"; or
  - (2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the "named insured's" last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy term will end on that date.
- e. If this policy is cancelled, we will send the "named insured" any premium refund due. If we cancel, the refund will be pro rata. If the "named insured" cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.
- g. Cancellation will not relieve us of liability for payment of the "contractual obligation" and "claims" for the remainder of the unexpired term of any "insured service contracts" issued during the term of this policy for which a "premium" was paid.

# **CONTRACTUAL LIABILITY INSURANCE POLICY (FOR SERVICE CONTRACTS)**

## **5. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The "named insured" is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## **6. Conformity with Statute**

Any provision of this policy that is in conflict with the laws of the state wherein this policy is effective is amended to conform with the minimum requirements of such law.

## **7. Cooperation and Assistance of the Named Insured**

The "named insured" must cooperate with us and upon our request, attend hearings and trials and assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of lawsuits.

The "named insured" must also in good faith cooperate with us to comply with the applicable service contract regulatory statutes, laws or regulations that go into effect after the effective date of this Policy.

## **8. Defense**

Except for the failure to perform by the "named insured", we will not be responsible for, but reserve the right to participate in the investigation, settlement, and defense of, any "claim" made or lawsuit brought by a "contract holder" against the "named Insured" under an "insured service contract" covered by this policy.

## **9. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## **10. Inspections And Surveys**

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

## **11. Notice of Loss**

In the event the "named insured" does not fulfill its "contractual obligations" under any "insured service contract" covered under this policy, the "named insured" will

# **CONTRACTUAL LIABILITY INSURANCE POLICY (FOR SERVICE CONTRACTS)**

immediately notify both us and the "Administrator" and will give written Notice of Loss to both us and the "Administrator" within thirty (30) days from the date the "named insured" received the Claim form the "contract holder". The Notice of Loss will include the name of the "named insured" and the "contract holder", and the nature and extent of the "contractual obligations" and any other requested data. Failure by the "named insured" to provide notice pursuant to this paragraph will not relieve us of our obligations under this policy and will not invalidate any claim made by the "named insured" if it was shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

If sums or services covered under the terms of an "insured service contract" are not provided by the "named insured" within sixty (60) days of a "claim" made by a "contract holder", the "contract holder" may file its Claim directly with us.

We reserve the right at our discretion, or when required under applicable state law, to pay valid "claims" arising under the "insured service contracts" directly to the "contract holders". Such payments will discharge our obligations under this policy in connection with such "insured service contracts".

The "named insured" hereby agrees to submit to examination under oath by any person named by us as often as may be required in regard to notice of loss.

## **12. Other Insurance**

If there is other insurance covering the same loss, we will pay only for the amount of covered loss in excess of the amount due from that other insurance.

## **13. Premium Determination**

The "premiums" for this policy will be computed in accordance with our rates and rules in effect at the time each "insured service contract" is issued. The rates will remain in effect until modified by us and until we have provided the "named insured" with at least thirty (30) days prior written notice of the change.

## **14. Record Keeping and Reporting**

The "named insured" or its authorized representative will maintain and keep an accurate record of all "insured service contracts" issued and will, not later than fifty (50) days after the date on which a Service Contract is issued, report the sale of the Service Contract in forms approved by us and forward to us or our authorized agent the proper "premium" for the "insured service contracts" issued.

This policy applies only to such individually numbered and recorded "insured service contracts" with eligible "contract holders" as may be issued during the "policy period" and for which, during the effective dates of such "insured service contracts", both "premiums" and contract information have been remitted to us or our designee.

## **15. Renewal / Non-Renewal**

Unless cancelled during the policy term or as outlined in the cancellation paragraph above, this policy will automatically renew for an additional twelve (12) month period on each policy anniversary date. Notice of non-renewal will be mailed at least sixty (60) days in advance to the last known address of the "named insured".

# **CONTRACTUAL LIABILITY INSURANCE POLICY (FOR SERVICE CONTRACTS)**

## **16. Representations**

By acceptance of this Policy, the “named insured” agrees that all statements contained in the Declarations of this policy are complete and accurate as are its agreements and representations, and that this policy is issued in reliance upon the truth of such representations.

## **17. Rights of Recovery and Subrogation**

If we make any payment under this policy, we will be subrogated to all of the “named insured’s” rights of recovery and will have the right to participate with the “named insured” and any other insurer in the exercise of all of the “named insured’s” rights of recovery against any person or organization. The “named insured” will do nothing to impair or prejudice our rights and will execute and deliver instruments and papers and do whatever is necessary to assist us in the enforcement of its rights.

## **18. Territorial Limits**

This policy covers only within the limits of the United States, its territories or possessions, and Canada (excluding transportation to and from Alaska and Hawaii).

## **19. Waiver**

Neither our right to make inspections, nor the making thereof, nor any report thereon, will constitute and undertaking on behalf of or for the benefit of the “named insured” or others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

All amounts recovered by the “named insured” from third parties for which the “named insured” also received benefits under this policy, will belong to and be paid to us by the “named insured” up to the total amount of benefits paid by us.

## **E. DEFINITIONS**

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1. “Claim” means the demand by a “contract holder” for sums or services which constitute a “contractual obligation” under an “insured service contract”.
2. “Contract holder” means a person or organization to whom the “named insured” issues an “insured service contract” or who legally acquires the rights to benefits under an “insured service contract”.
3. “Contractual obligation” means:
  - a. Amounts the “named insured” is contractually obligated to pay, including but not limited to, the return of unearned “insured service contract” fees,
  - b. Services the “named insured” is legally obligated to perform under the terms of the “insured service contracts”; and
  - c. Administration of “insured service contracts” the “named insured’s” is contractually obligated to provide including the maintenance of a call center, the adjustment of “claims” and payment of “claims”.
4. “Insured service contract” means a valid service contract which:

# **CONTRACTUAL LIABILITY INSURANCE POLICY (FOR SERVICE CONTRACTS)**

- a. Has been properly issued by the “named insured” to a “contract holder” during the “policy period” and for which “premium” has been paid for this insurance to us during the term of the service contract; and
  - b. Is on a form, which has been approved by us in writing.
- 5. “Named insured” means the individuals or entities shown in the Declarations or in any endorsements which are attached to this policy.
- 6. “Policy period” means the period of time between the effective date shown in the Declarations of this policy and the date coverage expires, is cancelled, is non-renewed or otherwise terminates.
- 7. “Premium” means the amount the “named insured” must pay us for coverage as stated on the Declarations of this policy.
- 8. “Repair facility” means a person or organization authorized to perform services under an “insured service contract”.
- 9. “Administrator” in policy refers to United States Warranty Corporation.



**SERVICE CONTRACT CONTRACTUAL LIABILITY INSURANCE POLICY DECLARATIONS**

**POLICY NUMBER:**

NAMED INSURED AND ADDRESS:

ADMINISTRATOR NAME AND ADDRESS:

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

The Named Insured is a:

☐ Individual    ☐ Partnership    ☐ Corporation    ☐ Joint Venture    ☐ Other \_\_\_\_\_

Policy Period:

Effective Date:

Until

(automatically renewed for successive one year terms.)

**(12:01 A.M. standard time at the address of the Named Insured as stated herein.)**

Limits Of Liability:

See Insuring Agreement

Premium:

See Attached Rate Page

Forms And Endorsements:

Countersignature: \_\_\_\_\_

(Where required by law)

By Authorized Representative

Signature:

By Authorized Company Representative

**THIS DECLARATIONS PAGE, TOGETHER WITH THE POLICY COVERAGE FORM AND ANY ENDORSEMENTS ATTACHED HERETO, FORM A PART OF AND COMPLETE THE ABOVE-NUMBERED POLICY.**

This endorsement changes policy \_\_\_\_\_ to which it is attached and is effective \_\_\_\_\_ at 12:01 a.m. standard time at the first "named insured's" mailing address.

Issued to:

Issued by:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **CLI POLICY**

**A. Condition 4. Cancellation Clause, Paragraph e.** of the policy is replaced by the following:

**4. e.1** If this policy is cancelled, we will send the "named insured" any premium refund due.

**2.** We will refund the pro rata unearned premium if the policy is:

**(i)** Cancelled by us or at our request;

**(ii)** Cancelled but rewritten with us or in our company group;

**(iii)** Cancelled because the "named insured" no longer has an insurable interest in the property or business operation that is the subject of this insurance; or

**(iv)** Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

**3.** If the policy is cancelled at the request of the "named insured", other than a cancellation described in **2. (ii), (iii) or (iv)** above, we will refund ninety percent (90%) of the pro rata unearned premium. However, the refund will be less than ninety percent (90%) of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

**4.** The cancellation will be effective even if we have not made or offered a refund.

**5.** If the "named insured" cancels the policy, we will retain no less than one-hundred dollars (\$100) of the premium.

**B.** The following is added to **Condition 4. Cancellation, Section D.** of the policy:

### **h. Cancellation Of Policies In Effect More Than Sixty (60) Days**

**1.** If this policy has been in effect more than sixty (60) days or is a renewal policy, we may cancel only for one or more of the following reasons:

**a.** Nonpayment of premium;

**b.** Fraud or material misrepresentation made by the "named insured" or with the knowledge of the "named insured" in obtaining this policy, continuing the policy or in presenting a claim under the policy;



c. The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

d. Violation of any local fire, health, safety or similar regulation or ordinance with respect to any insured property which substantially increases any hazard insured against under the policy;

e. A material violation of a material provision of this policy.

2. If we cancel for:

a. Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the "named insured" and any lienholder or loss payee named in the policy at least ten (10) days before the effective date of cancellation.

b. Any other reason, we will mail or deliver written notice of cancellation to the "named insured" and any lienholder or loss payee named in the policy at least twenty (20) days before the effective date of cancellation

**C. Section D, Paragraph 15.** of the policy is replaced by the following:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail to the "named insured" shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least sixty (60) days before:

a. Its expiration date; or

b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the "named insured's" failure to pay any premium required for renewal.

2. We will mail our notice to the "named insured's" mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy shall remain the same.

*SERFF Tracking Number:*      *WESA-125544671*      *State:*      *Arkansas*  
*Filing Company:*      *Tokio Marine & Nichido Fire Insurance Co., Ltd.* *State Tracking Number:*      *#2066 \$50*  
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*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0004 Contractual Liability*  
*Product Name:*      *Contractual Liability insurance Policy*  
*Project Name/Number:*      *Contractual Liability Insurance Policy/08-AR-3-GL-42-1*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125544671 State: Arkansas  
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability  
 Product Name: Contractual Liability insurance Policy  
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## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** Uniform Transmittal Document-  
 Property & Casualty **Approved** 03/19/2008

**Comments:**

**Attachment:**

AR NAIC - Forms.pdf

**Review Status:**  
**Satisfied -Name:** Memorandum **Approved** 03/19/2008

**Comments:**

**Attachment:**

Final Forms and Rules Explanatory Memo \_USE THIS ONE\_.pdf

**Review Status:**  
**Satisfied -Name:** Letter of Authorization **Approved** 03/19/2008

**Comments:**

**Attachment:**

TMNF (1-1-08).pdf

**Review Status:**  
**Satisfied -Name:** Cover Letter **Approved** 03/19/2008

**Comments:**

**Attachment:**

AR - Forms.pdf

DD FORM 1 2-1-62

17. Reference Organization # & Title	N/A
18. Company's Date of Filing	3/14/08
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

**Property & Casualty Transmittal Document—**

20. This filing transmittal is part of Company Tracking #	08-AR-3-GL-42-1
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Submission of forms for Company's CLIP program.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #:  
Amount: 50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>08-AR-3-GL-42-1</b>
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>08-AR-1-GL-43-1</b>
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>
01	Contractual Liability Insurance Policy (For Service Contracts)	CLP9 00 002 11 07
02	Service Contract Contractual Liability Insurance Policy Declarations	CLP9 05 001 11 07
03	Arkansas Changes - Cancellation and Nonrenewal	CLIP 9 01 013 0308
04		
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**TOKIO MARINE AND NICHIDO FIRE INSURANCE COMPANY, LTD  
(U.S. BRANCH)**

**FORMS AND RATES  
EXPLANATORY MEMORANDUM**

**CONTRACTUAL LIABILITY INSURANCE POLICY  
(Service Contracts)**

Contractual liability reimbursement policies are issued to administrators and dealers who, through contracts with consumers, have agreed to provide services. The purpose of this policy is to provide coverage in the event the insured is unable to fulfill its contractual obligations.

The Vehicle Service Contract allows the individual to purchase an extended warranty past the manufacturer factory warranty.

Enclosed are the forms and rates we propose to use:

1. **NAMED INSURED:** Seller or Issuer of Service Contracts.
2. **POLICY COVERAGE:** We will reimburse or pay on behalf of the Named Insured all covered sums that the Named Insured is legally obligated to pay or will provide service that the Named Insured is legally obligated to perform according to contractual obligations under the provisions of the insured service contracts issued or sold by the Named Insured,
3. **TERM OF INSURANCE:** The term of insurance is from the Effective Date continuous until cancelled.
4. **AMOUNT OF INSURANCE:** Cost of performing service or meeting other contractual obligations under Service Agreements administered by Administrator and sold by the Named Insured.
5. **TERRITORIAL LIMITS:** The policy covers only within the limits of the United States, its territories or possessions, and Canada (excluding transportation to and from Alaska and Hawaii).
6. **CLAIMS:** The Company will only pay claims upon demand by a service contract holder for sums and services covered under an insured service contract. The most the Company will pay for liability is the sum of all amounts and services that the named insured is legally obligated to pay or perform under the insured service contracts.
7. **POLICY LIMITS:** The policy does not insure against:
  - a. Any claim or loss for which the Named Insured is not obligated under the terms of the Service Agreement.
  - b. Any claim or loss covered by an applicable warranty provided by a vehicle manufacturer.
  - c. Any loss or liability of an Insured for delay in repair or delay in obtaining labor or part(s).

- d. Any consequential damages, including, but not limited to, damage to other parts caused by a defect in a part supplied by a manufacturer or an Insured's employee's negligence in performing a repair.
- e. Any negligent failure by an Insured or and Insured's employee to protect a vehicle from theft, vandalism or action of the elements.
- f. Loss to the vehicle caused by collision or casualty or by infidelity, conversion or embezzlement by an Insured who has custody of the vehicle or persons to whom the vehicle is entrusted.
- g. Loss or damage less than the deductible amount stated in the Service Agreement.

## **FORMS**

### **CONTRACTUAL LIABILITY INSURANCE POLICY (SERVICE CONTRACT)**

#### **DECLARATIONS**

**Contractual Liability Insurance Policy Declarations, CLP9 05 001 11 07 includes the following provisions:**

- a. Policy Number;
- b. Named Insured;
- c. Named Insured Address;
- d. Administrator Name and Address;
- e. Description of Named Insured;
- f. Policy Period;
- g. Limits Of Liability;
- h. Premium;
- i. Forms and Endorsements;
- j. Signature.

### **CONTRACTUAL LIABILITY INSURANCE POLICY (SERVICE CONTRACT)**

**Contractual Liability Insurance Policy,  
CLP9 00 002 11 07**

policy that will be issued to administrators and dealers.

**Contractual Liability Insurance Policy (Service Contract)** includes the following provisions:

- A. Insuring Agreement;
- B. Limits Of Liability;
- C. Exclusions;
- D.. Conditions;



E. Definitions.

**CONTRACTUAL LIABILITY INSURANCE POLICY  
COVERAGE EXPLANATION (SERVICE CONTRACT)**

<b>Amendatory Clause</b>	<b>Explanation</b>
Section A. Insuring Agreement	Indicates that Company will pay on behalf of Named Insured if the Named Insured fails to perform its Contractual Obligations.
Section B. Limits Of Liability	As defined in the policy.
Section C. Exclusions	Lists all exclusions to the coverage provided under the policy.
Section D. Conditions	Provides for various duties that are required to be done by the Company or the Insured.
Section E. Definitions	Defines terms throughout the policy.



Tokio Marine Management, Inc.  
U.S. Manager and/or Manager for  
Tokio Marine & Nichido Fire  
Insurance Co., Ltd. (U.S. Branch)  
Trans Pacific Insurance Company  
TM Casualty Insurance Company  
TNUS Insurance Company

230 Park Avenue  
New York, New York 10169  
Phone: (212) 297-6600  
Main Fax: (212) 297-6062  
Claims Fax: (212) 297-6064

MILLEA GROUP

January 1, 2008

Re: Tokio Marine & Nichido Fire Insurance Co., Ltd. (U.S. Branch)  
NAIC # 3098-12904  
FEIN # 13-6108722  
Letter of Authorization  
Filing of Forms, Rates, and Rules

In accordance with applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron, and Westmont Associates, Inc. are hereby authorized to file rates, rules, and forms on behalf of the Company.

Sincerely,

Pamela J. Olson  
Vice President – Corporate Underwriting



# WESTMONT ASSOCIATES, INC.

March 14, 2008

The Honorable Julie Benafield-Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West 3rd Street  
Little Rock, AR 72201-1904

Attn: Property and Casualty Division

RE **Tokio Marine and Nichido Fire Insurance Co., LTD (U.S. Branch)**  
**NAIC #3098-12904/FEIN #13-6108722**  
**Contractual Liability Insurance Policy (Service Contracts)**  
**Other Liability**  
**Forms Submission**  
**Company Filing Number: 08-AR-3-GL-42-1**  
**Effective Date: Upon Earliest Possible Approval/Acknowledgement**

Dear Commissioner Benafield-Bowman:

The captioned companies are filing for your approval their Contractual Liability Insurance Policy (Service Contracts) forms submission. Please be advised that this is a new program for the Company and does not replace any previously filed forms. A letter permitting Westmont Associates, Inc. to submit this filing on the company behalf is enclosed.

The purpose of this policy is to gain approval of a service contract liability policy. The policy provides coverage only in the event the insured is unable to fulfill its obligations under a vehicle service contract.

Enclosed are the forms the Company proposes to use for their Vehicle Service Contract Liability Insurance Policies.

Please note that the rates associated with this filing have been filed under a separate cover letter as filing number 08-AR-1-GL-43-1.

Your early approval of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval.

Respectfully Submitted,

***Sherri Penn***

Sherri Penn  
Senior Analyst  
[sherri@westmontlaw.com](mailto:sherri@westmontlaw.com)

Enclosures

Cc: M. Nadler  
P. Olson